

1988

CONSTITUTION

LORETO PRIMARY SCHOOL PARENTS' AND FRIENDS' ASSOCIATION

1. NAME

The name of the Association shall be LORETO PRIMARY SCHOOL PARENTS' AND FRIENDS' ASSOCIATION.

2. INTERPRETATION

(1) In this Constitution, unless the context otherwise requires:-

"the Association" means the Loreto Primary School Parents' and Friends' Association;

"Auditor" means the Auditor appointed pursuant to clause 15;

"Committee" means the Committee of the Association referred to in clause 10;

11.
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"Member" and "ex-officio Member" means a Member of the Association as defined in clause 5(a) and (b); and

"President" means the President for the time being of the Association;

"the School" means Loreto Primary School Nedlands.

(2) Unless repugnant to the sense or context words importing the singular or plural numbers shall include the plural number and singular number respectively; a reference to any gender shall include all genders and references to statutes shall include all statutes amending or consolidating the statutes referred to.

(3) Headings shall not affect the construction or interpretation of this Constitution.

(4) References to clauses are references to the clauses of this Constitution.

3. OBJECTS

The objects of the Association shall be the promotion and furtherance of the interests of Loreto Primary School, Nedlands and of the children attending thereat.

4. POWERS

The Association shall have power:

- Sec 21(2) S.*
- (a) to collect and receive funds, donations, subscriptions and levies from Members and other sources and to apply the same for any of the aforesaid objects but no funds of the Association shall be used in any manner which shall result in a direct pecuniary gain to any of its Members save and except by way of payment to an employee of the Association for services rendered;
 - (b) to expend the funds of the Association for the objects of the Association;
 - (c) to purchase, take on lease or in exchange hire and otherwise acquire any personal property and any rights or privileges which the Association may think necessary or convenient for the purposes of its objects and in particular any buildings, machinery, plant or other chattels;
 - (d) to invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit;
 - (e) to lend and advance money or give credit to any persons, to guarantee and give guarantees for the payment of money or the performance of contracts or obligations by any person;

- (f) to enter into contracts, agreements, deeds or arrangements for the benefit of the Association;
- (g) to borrow or raise or secure the payment of any money in such manner as the association may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by giving securities charged upon all or any of the Association's property, redeem or pay off any such securities;
- (h) to establish trusts and funds for the benefit of Members of and such other persons or class of person as the Association in general meeting may from time to time determine;
- (i) from time to time to make, alter and review bylaws as to the management of the Association and as to the duties of any of its officers or servants and as to conduct of business by the Committee and any subcommittee or as to any of the matters or things in the powers of or under the control of the Association;
- (j) generally to do all matters and things whatsoever within the limitations of the objects of the Association as shall be deemed expedient by the Association; and
- (k) to delegate to the Committee all or any powers within the powers of the Association and not already conferred upon the Committee by this constitution and rules.

5. INCOME AND PROPERTY

The income and property of the Association derived from whatever source shall be applied solely towards promotion of the objects of the Association as set forth in this constitution. No portion of the income or property shall be paid, transferred or distributed directly or indirectly to the Members provided that nothing shall prevent the payment in good faith of remuneration to any officer

Sec 11. (a)

Sec 13.

or employee of the Association or to any person other than a Member, in return for services rendered to the Association.

6. MEMBERSHIP

- (a) The Superior and the Principal of the School and all members of the teaching staff of the School shall be ex-officio Members;
- (b) A parent or guardian of a child attending the School or any person interested in the objects of the Association may be admitted as a Member;
- (c) Only an ex-officio Member or a parent or guardian of a child attending the School shall be eligible to vote on any matter at any meeting of the Association.

7. LIMITATION OF LIABILITY

No Member shall be under any personal liability to any creditor of the Association beyond the property of the Association in his hands which shall include any unpaid subscriptions or portions thereof.

8. FINANCES

The Association may at any annual general meeting of the Association, fix or amend an annual subscription to be levied on its Members (other than ex-officio Members).

9. GENERAL MEETINGS

- (a) The annual general meeting of the Association shall be held each year in the month of November to:
 - (i) receive and consider the Annual Report of the Committee;

- (ii) to elect the Committee for the ensuing year;
 - (iii) to consider and fix the annual subscription to be levied on Members;
 - (iv) to deal with any other matter or matters brought before the meeting.
- (b) General meetings of the Association other than the annual general meeting shall be held whenever the Committee or the Association in general meeting shall determine or upon the requisition in writing of at least 50 Members.
- (c) At any general meeting 30 Members shall form a quorum and the President shall preside. If the President is absent or unable or unwilling to preside the Members present shall appoint a chairman for all or part of the meeting.
- (d) No Member shall have more than one (1) vote but in the case of an equality of votes the chairman shall have a casting vote in addition to his primary vote.
- (e) At each meeting of the Association the Committee shall make a report of its activities since the previous meeting of the Association.
- (f) A general meeting of the Association shall also be held twice in each year, one of such meetings to be during the first term of the School and the other of such meetings to be during the second term of the School.

10. NOTICE OF GENERAL MEETING

Fourteen (14) days' notice at least specifying the place, day and hour of the meeting and in the case of special business the nature of that business shall be given to all Members. The accidental omission to give notice of a meeting or the non-receipt of a notice by any Member shall not invalidate the proceedings at that meeting.

11. MANAGEMENT

- (a) The management of the Association shall be vested in a committee to consist of:
- (i) the President;
 - (ii) the Vice President;
 - (iii) the Secretary;
 - (iv) the Treasurer;
 - (v) the Assistant Secretary;
 - (vi) the Assistant Treasurer;
 - (vii) the Principal of the School;
 - (viii) 4 Members.

12. ELECTION OF COMMITTEE

- (a) The President and 9 members of the Committee shall be elected by the Members at the annual general meeting and shall hold office from the end of the annual general meeting at which they are elected to the end of the next succeeding annual general meeting whereupon their positions shall be filled by their successors elected at the later annual general meeting;
- (b) No person may be elected to the office of the Committee for more than 2 consecutive terms;
- (c) All voting shall where two or more persons are nominated for any office be by secret ballot;
- (d) Any ex-officio Member or a parent or guardian of a child attending the School who is present at the annual general

meeting or has consented in writing to be elected shall be eligible for election to the Committee;

(e) A Member of the Committee shall be deemed to have resigned therefrom if:

(i) without an acceptable apology he or she is absent from 3 consecutive meetings (whether of the association or the Committee or of a combination of both);

(ii) he or she shall resign from the Committee by notice in writing;

(f) Any vacancies in the Committee may be filled by the appointment thereto by the Committee of any ex-officio Member or parent or guardian of a child attending the School;

(g) The Committee shall meet at least once a month except in the months of December and January and otherwise as determined by the Committee and 6 members thereof shall constitute a quorum.

13. OFFICERS

The Committee shall appoint a secretary and a treasurer at its first meeting after election to hold office until the first meeting of the next following committee.

14. POWERS OF THE COMMITTEE

Subject to the objects of the Association the Committee may exercise all or any of the following powers:

(a) The powers conferred on the Association by clause 4 may be exercised by the Committee on behalf of the Association and for the objects of the Association;

(b) (i) to authorise the affixing of the common seal of the Association to any documents;

- (ii) to open and operate on accounts at any bank or banks and authorise the signatories and endorsers of all cheques drawn or credited thereon or thereto;
- (iii) to appoint and dissolve from among Members any sub-committee or subcommittees for any purpose whatsoever within the objects of the Association and subject to such conditions as the Committee may impose;
- (iv) to delegate to any subcommittee all or any of the powers of the Committee including this power of delegation and control the activities of any such subcommittee and to revoke any such delegation in its absolute discretion;
- (v) to formulate the standing orders of the Association;
- (vi) to define the powers and duties of its officers;
- (c) The powers of the Committee conferred by paragraphs (a) and (b) of this clause may also be exercised as powers of the Association by any general meeting of the association.
- (d) Any lawful decision made by a general meeting and which is within the objects of the Association and the implementation of which is within the powers of the Association is binding on the Committee.

15. APPOINTMENT OF AUDITOR

The Auditor shall be appointed each year by the Association at the Annual General Meeting.

16. ACCOUNTS

The Committee shall keep proper accounts of the income and expenditure of the Association which shall be audited by the Auditor annually and his report and the audited financial statements and balance sheet shall be presented at the annual general meeting each year.

17. THE SEAL

The secretary shall be responsible for the custody of the common seal of the Association. It shall not be affixed to any document except by authority of a resolution of the Committee, and the seal shall be so affixed in the presence of the President and at least one other member of the Committee who shall countersign every instrument to which the common seal is so affixed.

18. ALTERATION OF CONSTITUTION

The constitution of the Association may be altered added to or repealed at any general meeting of the Association PROVIDED THAT at least 1 calendar month's notice convening such general meeting shall have specified the proposed alteration, addition or repeal and the same shall be passed and approved by at least two thirds of the Members present and voting at such meeting.

19. NOTICE

- (a) Every Member at the time of his enrolment as a Member shall notify the secretary of his address for service of notices from time to time and advise any alteration thereof.
- (b) A notice may be given by the Association to any Member personally or by sending by post addressed to him to the address notified by him to the secretary as aforesaid. A notice sent by post shall be deemed served the third day following the day upon which it is posted. Where in these rules a number of days is required to be given such number shall include the day of service and expire on the day following the prescribed number of days.

20. INDEMNITY

The officers of the Association shall from time to time and at all times be saved harmless and kept indemnified from and against all costs, charges, losses, damages and expenses which he or they or any of them shall incur in any actions and proceedings which he

or they shall be plaintiffs or defendants PROVIDED THAT he or they have acted by direction or with the approval of the Committee. No member of the Committee shall be liable for the acts receipts deeds neglects or defaults of any other member of the Committee but only for his own acts, receipts, deeds, neglects and defaults alone. Any person employed by the Committee shall for the purpose of this rule be deemed a member of the Committee.

21. EXPULSION OF MEMBERS

The Committee may by resolution carried by a two thirds majority of the Members present or entitled to be present at such meeting expel any Member upon a charge of misconduct which in the opinion of the Committee is detrimental to the interests of the Association, provided the Member expelled has recourse to appeal to a general meeting. The general meeting will be called by the Committee within 1 month of written request to do so from the expelled Member.

22. WINDING UP OF ASSOCIATION

The Association may be dissolved or wound up by a resolution at any general meeting or at a special general meeting called for such purpose. If upon the dissolution or winding up of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to, transferred or distributed amongst the Members. It shall be given to some other association, institution or body having objects similar wholly or in part to the objects of the Association, provided that the association, institution or body shall prohibit the distribution of its income and property among its members, or it shall be paid to or transferred to some charitable object, which association, constitution, body or object shall be determined by the Members at or before the time of dissolution or winding up. In default of any such resolution such payment, transfer or distribution shall be determined by a Judge of the District Court.

23. AFFILIATION

The Association may affiliate with the Parents and Friends' Federation of Western Australia (Inc.).

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